

AGREEMENT

BETWEEN THE

TOWN OF ACTON, MASSACHUSETTS

AND

ACTON PERMANENT FIREFIGHTERS LOCAL #1904,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

2016-2019

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PREAMBLE

This Agreement between the Town of Acton, hereinafter called the “Town,” and the Acton Permanent Firefighters Local # 1904, I.A.F.F., AFL-CIO, hereinafter called the “Union”, is designed to promote and maintain a harmonious relationship between the Town and employees who are covered by this Agreement. The term “Unit Member” shall be defined as a member of the Bargaining Unit as established by the Labor Relations Commission.

ARTICLE 1

RECOGNITION OF THE UNION

The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for all the Town's uniformed Fire Department employees, exclusive of the Fire Chief, Deputy Fire Chief, Dispatchers, probationary employees for the first six months and temporary employees.

ARTICLE 2

MISCELLANEOUS RIGHTS

Section 1: The Town will provide suitable meals and/or beverages under certain emergency situations. These benefits would be provided in cases of a call out or on-duty shift being held over either in quarters or at the scene of an emergency, when the application of this benefit is deemed reasonable by the Fire Chief.

Section 2: The Town shall deduct Union dues and assessments upon the receipt of authorization by members of Local #1904, who shall sign designation cards supplied by the Union. The Town shall promptly forward to the Treasurer of the Union all monthly deductions.

Section 3: Any member of the bargaining unit who chooses not to join the Union shall pay an Agency Fee in the amount as established by the Union pursuant to G.L. c. 150E, section 12.

Section 4: The Town shall provide space in each fire station for the Union to mount and maintain a bulletin board. The purpose of such bulletin boards is to display non-inflammatory material pertaining to Union business. Information on bulletin boards shall be restricted to notices signed by designated representatives of the Union related to recreational or social activities of the Union, notices of elections, appointments, and results of elections and notices of meetings. The Union shall provide a list of its designated representatives to the Town on an annual basis and whenever a change occurs during the year.

Section 5: The primary function of the Unit Members is to perform duties related to firefighting, emergency medical response, fire prevention, rescue work, or care and maintenance of equipment and apparatus and normal maintenance of fire department buildings. All of the aforementioned duties will be performed under safe working conditions. In unusual or emergency situations as determined by the Fire Chief, Town Manager, or their designees, Unit Members may be assigned other duties as appropriate.

Section 6: The Town recognizes the need to provide adequate training to all new/untrained employees and is committed to insure all employees are trained in the proper department procedures, Regulations and Rules and use of departmental equipment. The Fire Chief shall be responsible for insuring all new/untrained fire personnel are provided with training to meet the above stated goals. The Town will make reasonable effort to send such employees to the Massachusetts Fire Academy Recruit Program, or equivalent program, adhering to a National Board on Fire Service Professional qualifications, within eighteen (18) months of hire, subject to funding. The termed "untrained" shall refer to a member who has not attended and graduated from a Fire Academy Recruit Program.

Section 7: All new employees shall be provided with a copy of the Department's rules and regulations, and information which describes their salary and benefits. New employees shall sign an acknowledgement of receipt of the Department's rules and regulations.

Section 8: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose or arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 9: Hiring and Promotion Policy: The policy to be used in the hiring and promotion of employees will be made available to all Fire Department members and potential employees prior to the selection or promotion of employees by the Town Manager.

Section 10: There shall be no discrimination based upon age, sex, handicap, national origin, race, or creed.

Section 11: The Town's Professional Standards of Conduct policy shall be given to all unit members who shall sign an acknowledgement of receipt. The Town shall observe the following guidelines in the application of the harassment policy:

1. Any complainant, respondent, or witness may request union representation at any stage of the implementation of the policy;
2. The Town's policy shall be the exclusive procedure to resolve harassment complaints;
3. Any discipline imposed under the policy will remain subject to Article 16 (Discipline and Discharge);
4. The resolution of each written complaint will be communicated in writing to the complainant and to the respondent.

Section 12: An Employee shall serve a probationary period of twelve months after initial appointment to the Department as a full time employee. The provisions of Article 16 (Discipline and Discharge) shall not apply to probationary employees during this twelve (12) month period.

Section 13: The parties agree to the attached Side Letter concerning Residency Requirement.

Section 14: The parties agree to refer to the Joint Union Management Committee in Article 9 the issue of NFPA Grooming Standards and the implementation of the Basic Blood Profile.

ARTICLE 3

MANAGEMENT RIGHTS

This Agreement shall not be construed to violate any federal, state, county or municipal law, nor shall anything in this Agreement be interpreted as diminishing the right of the Town, Town Manager, or Chief to determine and prescribe the method and means by which its operation of the Fire Department shall be conducted except as may otherwise be specifically spelled out in this Agreement. The Town herein retains all rights and powers that it has or may hereafter be granted by law and may exercise the same at its discretion.

Said rights and powers include but are in no way to be construed as limited to the rights and powers to hire; fire; suspend; or in any manner discipline; promote; demote; transfer (permanently or temporarily); evaluate the performance of; prescribe hours for the working conditions, assign any added, lessened or different work responsibility to after notice and an opportunity to bargain; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; promulgate rules and regulations pertaining to; regulate and restrict the use of Town property (real or personal) by; make any pay deductions because of the absence of, or failure to perform work by; order to work overtime by the Chief when deemed necessary; and prescribe any professional improvement program or policies to fire personnel covered by this Agreement.

ARTICLE 4

NO STRIKE CLAUSE

The Union shall neither cause nor counsel its members to strike. Nor shall it in any manner cause them either directly or indirectly to commit any considered acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the Town. Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately in writing order such members to cease such practices and return to work. The Town Manager and Fire Chief are to receive a copy of each such written notice. Any failure of the Union to carry out the provisions of this section shall be deemed in violation of this Agreement, and the Town may invoke appropriate legal proceedings. All of the above "No Strike" provisions shall continue in full force after the termination of this agreement generally, until the parties reach an agreement successor to this one.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

Section 1: The hours of scheduled duty shall not exceed an average of forty-two (42) hours per week, exclusive of hours during which a member may be summoned and kept on duty because of an emergency, sick leave, or vacation coverage. Subject to the next paragraph, any such additional hours worked in excess of the hours of scheduled duty in any work week shall be classified as contract overtime and paid at the rate of one and one-half (1½) times the normal rate. All overtime, for whatever reason, shall be distributed to Unit Members using a procedure that is acceptable to the Union. Subject to Section 6 below, employees who are out sick can voluntarily work an overtime shift or detail at anytime after said sick time, and can also be ordered to do so by the Fire Chief or Officer in Charge.

Excluded from the current distribution of overtime procedure are those instances in which a member of the bargaining unit, who is a member of a team or committee created by the Department, that meets at a time that may require the payment of overtime. The Department will fill the teams or committees by soliciting interest of members, receiving their statements of interest and posting the selection of team members. The selection decision for the makeup of any team or committee will be at the discretion of the Fire Chief or his designee.

Effective on the first day covered by the first payroll on or after July 1, 2010 paid time off as set forth in this agreement, excluding sick time, will be treated as time worked in calculating contract overtime. Sick time used within a fourteen (14) day period will not count as hours worked for calculating contract overtime during the fourteen (14) day period. For implementation, the firefighter will receive their normal pay and the amount paid will be reconciled every fourteen (14) days with the amount they should have received. If the firefighter has been overpaid, the amount will be deducted from his/her next check.

The parties agree that the Town has adopted a work period of 212 hours within a 28-day cycle for the payment of overtime pursuant to the Fair Labor Standards Act. Sick leave, vacation, personal leave, bereavement leave, line of duty injury leave, swaps and any other paid leave and time not worked shall not be considered hours worked for the purposes of calculating overtime under the Fair Labor Standards Act. The Fair Labor Standards Act regular rate shall be determined pursuant to FLSA regulations and calculated on July 1 each year.

Section 2: Each "Call-out" falling into the overtime category will be considered to constitute a minimum of three (3) hours work.

Section 3: The work schedule shall be the 24-hour schedule, which shall be comprised of a day shift of ten (10) hours commencing at 7:00 A.M. followed by a night shift of fourteen (14) hours commencing at 5:00 P.M.

- A. The 24-hour schedule will retain the same day and night shifts currently provided by the contract for all contractual purposes, including, but not limited to, vacation, sick-leave, bereavement, personal days, and overtime. [For example, employees will be permitted to select one day shift or one night shift of sick leave and overtime will be offered as single day or night shifts.] The change in schedule shall be administered so that there is no windfall for either party. The parties agree to meet to review the collective bargaining agreement to determine whether any language changes must be made to implement the 24-hour shift.
- B. The 24-hour schedule will conform to the following pattern of shifts:

DAY OF WORK CYCLE

	1	2	3	3	5	6	7	8
Day Shift	X		X					
Night Shift	X		X					
		0		0	0	0	0	0

Section 4: No uniformed Fire Department employee shall be required to work three (3) or more consecutive shifts except under emergency circumstances declared by the Chief of the Department.

Section 5: An employee shall be paid for an entire shift when a shift replacement constitutes a minimum of one/half (1/2) of said shift.

Section 6: Effective upon funding of the award, an employee who has used five (5) or more shifts of sick leave in a fiscal year shall be precluded for the remainder of the fiscal year from working overtime or details during the three (3) days (72 hours) following return to work from sick leave. Documented long term sick leave (lasting ten (10) or more consecutive shifts) shall not count towards the five (5) shifts which cause the preclusion of overtime and details.

ARTICLE 6 **EXCHANGE OF DUTY HOURS**

The Fire Chief or designee may grant similarly qualified employees an exchange of hours of duty or days off. The Fire Chief or designee must receive appropriate notice prior to granting such exchange.

ARTICLE 7 **HOLIDAYS**

Section 1: Recognized holidays shall include: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas and Christmas Eve (5:00 P.M. - 7:00 A.M., under the terms specified in Section 2) and any other full Holiday granted by the Federal or State governments.

Section 2: When an employee does not work on a holiday, he shall be paid for such holiday at a rate of one-fifth (1/5) of his basic weekly salary (Holiday B). When an employee works on a holiday he shall receive holiday pay for such day at a rate of one-fourth (1/4) his basic weekly salary (Holiday A); except only those employees who do work on the Fourth of July, Thanksgiving Day and Christmas Day may elect to take the time off in lieu of holiday pay. The Christmas Eve shift (5:00 P.M. - 7:00 A.M.) will be paid as a Holiday A for those employees who work that shift, provided none of them work and receive Holiday A pay on Christmas Day.

Section 3: Time off in lieu of holiday pay shall constitute a regular tour of duty or regular shift.

ARTICLE 8

VACATIONS

Section 1: There shall be two (2) weeks paid vacation after one (1) year of service. There shall be three (3) weeks paid vacation after five (5) years of service. There shall be four (4) weeks paid vacation after ten (10) years of service. There shall be five (5) weeks paid vacation after twenty (20) years of service.

Section 2: A vacation week shall be defined as a calendar week, however, at the discretion of the Chief of the Department four (4) vacation weeks per year may be taken in shift segments which do not exceed a total of one hundred sixty-eight (168) hours.

Section 3: A Unit Member may not take vacation or holiday time on Christmas Eve, Christmas or Thanksgiving if he is normally scheduled to work a shift on those days unless another employee has voluntarily agreed to cover the shift.

Section 4: Vacation shall be granted by the Fire Chief, at such time as, in his opinion, will cause the least interference with the performance of the regular work of the department, but taking into account, as far as possible, the preferences of the individual Unit Member. Vacations earned as of July 1 must be scheduled and taken on or before June 30 of the same fiscal year. No employee may be required or permitted to forego his vacation and receive extra pay in lieu thereof.

Section 5: Upon the death of a Unit Member who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year prior to the employee's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which the Unit Member died, up to the time of his separation from the payroll.

Section 6: Unit Members who are eligible for vacation under these rules and whose services are terminated by dismissal, retirement, by entrance into the armed forces, or resignation shall be paid an amount equal to the vacation allowance earned, and not granted, in the vacation year prior to such dismissal, retirement or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred, up to the time of the Unit Member's separation from the payroll.

Section 7: Absences on account of sickness in excess of that authorized under the rules therefor or for personal reasons not provided for under sick leave may, at the request of the Unit Member, and the approval of the Fire Chief, be charged to vacation leave.

ARTICLE 9

SAFETY

Section 1: A safety committee consisting of four (4) members of the Union, and headed by the Fire Chief or his designee, shall be responsible to recommend to the Fire Chief the safe working conditions of the members and equipment of the Acton Fire Department. The Safety Committee will meet as needed, but not less often than once each quarter.

Section 2: There shall be a minimum of two (2) permanent firefighters, per piece of fire apparatus for the initial response. For the purpose of this section, initial response is defined as that level of response normally assigned to a given emergency situation and as determined by the Chief. Fire apparatus as referred to above in the initial response would include engines, ladder trucks, rescue trucks and ambulances. The manning level referenced above will apply only to the primary or "first due" apparatus.

Section 3: There will be a Joint Union Management Committee (JUMC) established which meets once a quarter, or sooner if necessary, to discuss work issues that do not pertain to the collective bargaining agreement with respect to pay, wages, hours of work and other conditions of employment. The JUMC will be comprised of three members of the Union and three members of Management. It is agreed upon by the parties that the JUMC meetings are not to substitute for any bargaining obligations the parties have to each other. The Committee is advisory only and not subject to the grievance process.

ARTICLE 10

CLOTHING AND EQUIPMENT ALLOWANCE

Section 1: The Town shall provide clothing to Unit members on an as needed basis, exclusive of the initial issue, protective gear, and job related losses. The department shall be responsible for ordering and making payment for uniforms on an as needed basis according to procedures developed by the Chief.

Section 2: The Town will provide protective clothing and other equipment as may be reasonably required to protect the safety of employees as determined by the Fire Chief. Only authorized protective clothing issued by the Town can be worn. The Safety Committee as provided in Article 9 may recommend changes which affect the safe working conditions of the employees.

Section 3.: The current initial issue subject to Section 2 shall consist of:

INITIAL CLOTHING ISSUE

WORK UNIFORMS

1. Pants - 2 pair
2. Shirts - 2 long sleeve, 2 short sleeve, Shoes or Combat Boots - 1 pair
Summer Jacket or Winter Jacket, Tie
3. Belt
4. Hat Badge
5. Shirt Badge
6. Shoulder Patches (fire & EMT as needed), Watch Cap
7. Coveralls
8. T-shirts - 4
9. EMT Summer or Winter Jackets, Winter Mittens
10. DRESS UNIFORMS - (subject to available funds) Pants - 1 pair
11. White Gloves - 1 Pair
12. Dress Hat

PROTECTIVE CLOTHING

13. Helmet
14. Turnout Ensemble
15. Short Boots
16. Gloves
17. S.C.B.A. Mask

Employees shall be issued necessary protective clothing as soon as possible after being hired. The department will issue turnout gear to new hires prior to assigning them to emergency response or to training which require proper protective gear. A complete initial issue shall be made within ninety (90) days of the completion of an employee's probationary period, unless circumstances beyond the Town's and Fire Department's control preclude issue of any of the above listed items within this period. In any event, all employees will have protective clothing and other equipment as may reasonably be required to protect the safety of all employees.

Section 4.: The Town shall replace personal property of Unit Members up to a maximum of \$100 for any personal property destroyed while in performance of duty, and the Chief may, at his discretion, approve a higher amount in special cases.

ARTICLE 11 **LEAVE**

Section 1: Sick Leave: All Unit Members shall be credited with one and one quarter (1¼) shifts of sick leave upon the completion of each full month of service. Sick leave credited to the Unit Member but not used will accumulate up to a maximum of one hundred forty (140) shifts.

If a single, continuous, prolonged illness exhausts a Unit Member's accumulated sick leave, a Unit Member may be given an additional two (2) shifts of sick leave for each shift of regular sick leave accumulated as of the date of the prolonged illness, if necessary, up to a maximum of an additional one hundred forty (140) shifts, on the recommendation of the Fire Chief with the approval of the Town Manager. That is, a Unit Member having accumulated fifty (50) shifts at the commencement of a prolonged illness would be eligible for an additional one hundred (100) shifts of extended sick leave. A Unit Member with seventy (70) or more shifts of accumulated sick leave would be eligible for the maximum benefit of an additional one hundred forty (140) shifts. The Town Manager supports the principal that the Chief can request, but not himself grant, extended sick leave. Such a request could be made in the case of a recurrence or second illness after substantial or complete exhaustion of available sick leave. In all cases, the Town Manager's decision shall be final. A written statement from the Unit Member's doctor on the nature and probable duration of the illness shall be required. If extended sick leave is given, the employee will have an accumulation of zero (0) sick shifts on his/her return to work.

Sick leave may be used only for illness or injury to the Unit Member, and only while in the employment of the Town. No sick leave accumulations may be considered as a basis for payment upon termination of employment. In order to be eligible to be granted sick leave, the Unit Member must notify the Fire Chief of his/her sickness or injury, time expected to be incapacitated, and when he/she expects to return to work. The Fire Chief is expected to check on such absences and to check with the doctor and to obtain the doctor's certification if, in his/her

judgment, the situation demands such certification. If requested, the Unit Member will provide an appropriate authorization to permit the release of his/her medical records related to that illness or injury.

Section 2: Personal Leave: The Fire Chief may authorize excused absences with pay up to a maximum of three (3) working shifts during a fiscal year for unforeseen or unusual situations requiring the absence of a Unit Member for all or a portion of a working shift.

Section 3: Death of a Relative: Payment will be made for lost time up to three (3) shifts because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

Individual consideration may be given by the Town Manager for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

Section 4: Military Leave: A Unit Member shall be entitled to a leave of absence during the time of his compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty as a member of the reserve component of the armed forces of the United States, the leave not exceeding seventeen days in either case, and shall receive the difference between his base pay for such service and his regular rate of compensation from the Town. He shall also be entitled to the same leaves of absence or vacation with pay given to other like employees. All military leave shall be consistent with the Massachusetts General Laws.

The employee must present his military orders to the Fire Chief for inspection.

Section 5: Court Leave: A Unit Member who is called for jury duty or summoned on behalf of the Town shall be granted court leave. If the jury fees or witness fees amount to less than the employee's regular rate of compensation, he shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Fire Chief upon receipt of summons.

When a Unit Member has been granted court leave and is excused by proper court authority, he shall report back to his official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of his scheduled tour of duty.

Section 6: Leave Without Pay: A general leave without pay may be granted to a Unit Member for up to one (1) year.

A Unit Member requesting a general leave must submit to the Fire Chief the request stating the reason and exact duration of leave.

During general leaves without pay no fringe benefits will accrue or be granted. Unit Members on leave will be allowed to maintain health and insurance coverage, provided the employee pays the entire cost of these benefits.

All such leaves shall be granted at the discretion and approval of the Fire Chief and Town Manager.

Section 7: Family Medical Leave Act: The Town agrees to abide by the terms of the Family Medical Leave Act and to apply the terms of this agreement in a manner consistent with the Act.

Section 8: Members of the bargaining unit shall be eligible for the following annual sick leave buyback based upon the number of sick shifts used in a fiscal year.

<u>Sick Shifts Taken</u>	<u>Payment from Town</u>	<u>Shifts Surrendered from Sick Leave Account</u>
0	\$1000	5
1	\$900	4
2	\$800	3
3	\$600	2
4	\$400	1
5	0	0

The annual sick leave buyback payment shall be made to members of the bargaining unit with the last paycheck in July.

ARTICLE 12

INJURY AND DEATH BENEFITS IN THE LINE OF DUTY

Section 1: Any Unit Member covered by this agreement who is injured in the performance of his duty without fault of his own shall receive the benefits that are provided in Chapter 41, Section 111-F of the General Laws.

Section 2: The family of any Unit Member covered by this agreement who is killed in the line of duty without fault of his own shall be eligible for death benefits including all funeral costs and the acquiring of a cemetery plot in Acton providing such costs are not already covered by the family.

ARTICLE 13

HEALTH INSURANCE

Section 1: Effective July 1, 2010, the Town shall bear 50% of the cost of Blue Cross-Blue Shield Master Health Plus, any PPO plan offered by the Town or the equivalent health insurance policy. The Town shall pay 75% of the cost of any HMO plan. The Unit member's share of the premium shall be deducted from the Unit member's salary, on a pre-tax basis.

Section 2: In accordance with Chapter 32B of the General Laws, as amended, the Town will offer a Health Maintenance Organization option for hospitalization and surgical coverage. The Town's share of the premium costs shall not exceed the equivalent rate under this Group Health Insurance Program.

Section 3: If the Town changes its health insurance, no lapse of coverage shall occur.

Section 4: The Union shall be provided with a copy of the insurance policy in effect.

Section 5: The following existing health insurance plans will remain in effect:

- A. Blue Cross - HMO Blue, Family and Individual.
- B. Harvard Pilgrim Health Plan, Family and Individual.

The Town shall have the right at any time to offer a health insurance plan in addition to those listed above without obligation to bargain further with the Union. The Existing plans will continue to be available and participation in any new plan will be at the employee's option.

Section 6: Flex Plan: The Town's Flexible Insurance Plan will be made available to the Firefighters. Options, Policies, contribution rates, benefits, etc., -- other than those specified in "Article 13 - Health Insurance" - are to be offered at the sole discretion of Management.

Section 7: Health Insurance Opt-Out Benefit: Should a Unit member choose not to participate in the Town provided medical insurance, and provide appropriate documentation that they have medical coverage, said Unit member will be paid an opt-out stipend of \$4000.00 for family coverage and \$2000.00 for individual coverage. Such payment will be made in equal bi-weekly installments. Proof of medical coverage as defined by law will be required. Any opt-out payment will be pro-rated for the first fiscal year.

Section 8: Master Health Plus Exclusion: Any new hires with the Town of Acton, who are eligible for health insurance, will be ineligible to enroll in the Master Health Plus plan or the PPO.

ARTICLE 14

SENIORITY RIGHTS

Section 1: Definition: Seniority is defined as the length of continuous service from an employee's date of full - time appointment to the Department.

Section 2: Vacations and Working Schedules: In all cases seniority shall prevail in selecting vacations and working schedules. All overtime shall be offered according to the Department seniority list. The list will be available at all times for Union review. In the event that a vacancy exists in an existing work schedule and is not filled because of refusal to work or lack of interest to work by off-duty firefighters, the firefighters having the least seniority shall be ordered back to work.

Section 3: Layoffs: All layoffs shall be by seniority, that is, the least senior employee shall be the first laid off. Any employee laid-off shall be offered for a period of two years any new opening according to their seniority at the time of the layoff. If reinstated, employees will be credited with length of continuous service from the employee's appointment of full time service to the department and the number of accumulated sick days earned as of the date of layoff.

ARTICLE 15

UNION BUSINESS LEAVE

Section 1 The members of the Union Negotiating Committee, not to exceed three Unit Members, shall be granted leave from duty with full pay for all meetings between the Town and

the Union for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2: The President or Vice President and the Secretary/Treasurer will be granted leave from duty with full pay to attend union meetings. If the President is unable to attend a scheduled meeting, the Vice President shall be granted time off from duty with full pay to attend such meeting.

ARTICLE 16 **DISCIPLINE AND DISCHARGE**

For the purpose of this Article, days shall be defined as calendar days, excluding Saturdays, Sundays and Holidays.

Section 1: No disciplinary action, including suspension, demotion or discharge shall be imposed without just cause. Except in circumstances requiring immediate action, the Town will notify the employee in writing prior to the suspension, demotion or discharge.

Section 2: If the Union desires to contest the discharge, demotion or suspension, it shall give written notice thereof to the Fire Chief within five (5) calendar days from the date of receipt of notice of discharge, demotion or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth.

Section 3: Under no circumstances will a member of the Union, without his consent, be required to work for no pay as a result of any disciplinary action.

Section 4: A Unit member will have the right to have a union officer or other unit member on duty present at any investigatory interview that could lead to discipline of the Unit member.

ARTICLE 17 **GRIEVANCE PROCEDURE AND ARBITRATION**

For the purposes of this Article, days shall be defined as calendar days, excluding Saturdays, Sundays and Holidays.

Section 1: The purpose of this Article is to establish a procedure for resolution of grievances. A "Grievance" shall mean a dispute concerning the interpretation or application of this agreement. All such grievances will be handled as provided in the article and filed on the form attached hereto. If a grievance is once settled or if it is not presented within the time limits provided below, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder. If the Town or its representatives fail to answer a grievance within the limits provided below, such action shall be considered a denial of the grievance.

Section 2: The following procedures are established for the resolution of grievances.

Step 1. The employee of the Union must notify the Chief in writing of the grievance within seven (7) calendar days after the occurrence of the matter, **except for discipline and discharge as enumerated in Article 16 of this contract**, which gave rise to the grievance or the time when the employee or the Union actually had or

reasonably should have had knowledge of such occurrence. The grievance shall be signed by the aggrieved employee and/or by the representative of the Union and should contain the following information:

- a) A statement of the grievance which states that part of the agreement which has been violated;
- b) A statement of remedial action or relief sought;
- c) A statement of the reasons why the aggrieved believes the remedy should be granted.

The grievance committee of the Union and the Chief shall meet within seven (7) calendar days and attempt to resolve the grievance. Within seven (7) calendar days thereafter, the Chief shall render in writing his decision in the matter. Such written decision shall be addressed to the Union with a copy to the aggrieved, and the Town Manager of the Town of Acton.

Step 2. Should the grievance remain unsettled after the decision of the Chief, the grievance may be submitted by the Union to the Town Manager or his designee within ten (10) calendar days after the decision of the Chief is due. The Town Manager or his designee will meet with the Union within fourteen (14) calendar days after the submittal in an attempt to resolve the grievance and within seven (7) calendar days after the meeting answer the grievance in writing.

Step 3. Should the grievance remain unsettled after the decision of the Town Manager, the Union may, within fourteen (14) calendar days after the answer of the Town Manager is due, submit the grievance to arbitration, by written notice to the Town Manager. If the parties are unable to agree on the selection of an arbitrator, the Union may request the American Arbitration Association to aid in the selection of an arbitrator pursuant to its Rules and Regulations.

Section 3: Arbitration proceedings shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

Section 4: The grievance as stated at Step 1 shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not have the right to add to, detract from, or in anyway alter provisions of this agreement. The award of the arbitrator shall be final and binding on the parties.

Section 5: The Town and the Union shall have the right to require arbitration.

Section 6: Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the parties.

Section 7: The time limits established by this article may be extended by mutual consent of those parties participating at each step in the grievance and arbitration procedure.

ARTICLE 18

EDUCATIONAL INCENTIVE

Section 1: Each employee with a minimum of nine (9) months service shall receive, as a reward for furthering his/her education in the field of fire science, emergency management, emergency medical services, nursing and public administration on July 1st and January 1st of the fiscal year covered by this agreement a sum equal to one-half (1/2) the below specified annual rate for which he/she would qualify on such date in accordance with the following schedule:

\$17 per credit hour, starting at a minimum of 10 credits (\$170), with a maximum of 100 credits.

120 Credits (B.A./B.S. Degree) \$1,900.

150 Credits (M.A./M.S. Degree) \$2,300.

Section 2: All semester credits shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

Section 3: Employees with a minimum of nine (9) months service shall receive as a reward for taking certified non-college programs on July 1st and January 1st of the fiscal year covered by this agreement a sum equal to one-half (1/2) the amounts stated in Section 1 with each fifteen (15) training hours equal to one (1) college credit. All courses taken under this program must be preapproved by the Chief, certified and taken on the employees own time. The recruit course and any course taken more than once shall not qualify.

Section 4: The lump sum payments specified in Section 1 shall not be added to an employee's base salary for purposes of computing contract overtime, premium pay or other benefits. The total benefits paid under Section 1 may not exceed \$2,300. The total benefits paid under Section 1 and Section 3, if combined, may not exceed \$2,300. The total benefits paid under Section 3 may not exceed \$1,500.

Section 5: The Town will provide the necessary books, or funds for such, for each Unit Member enrolled in fire science courses.

ARTICLE 19

LONGEVITY

All employees covered by this contract shall receive longevity pay as provided below:

- a) Subject to satisfactory job performance as determined by the Fire Chief according to an annual evaluation to be conducted in accordance with Article 21. Performance ratings maybe appealed to a 2 member committee consisting of a representative of the Town Manager and the Fire Chief or designee.
- b) Payments shall be made annually as a separate check on the first pay period after July 1st for years of continuous service as a permanent firefighter that will be attained in the fiscal year in which the payment is made according to the schedule below:

<u>Years of Service</u>	<u>Amount</u>
5 years	\$ 250.
10 years	\$ 500.
15 years	\$ 750.
20 years	\$1,000.
25 years	\$1,250

ARTICLE 20

SALARIES

Section 1: The annual salary schedules shall be increased as follows:

July 1, 2016 2.5%

July 1, 2017 2.5%

July 1, 2018 2.5%

The pay differential between the salary of a Firefighter and Lieutenant shall be increased from 3% to 4% effective July 1, 2016 and from 4% to 5% effective July 1, 2018.

The pay differential between the salary of a Lieutenant and Captain shall be increased from 3% to 4% effective July 1, 2016 and from 4% to 5% effective July 1, 2018.

The members of the bargaining unit will receive annually a uniform maintenance allowance of \$100. The uniform allowance will be paid in the first pay period of September.

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TOWN OF ACTON
SALARY TABLES

P 1
pmgrstep

EFF. DATE GROUP/BU GRADE/
RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ HRS/ DAYS/ USE
07/01/2016 08 FIRE ALS FY17 H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N
Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.8589	190.8710	1,908.71	49,626.46
02	0.0000	24.2714	194.1710	1,941.71	50,484.46
03	0.0000	24.6911	197.5290	1,975.29	51,357.54
04	0.0000	25.1183	200.9460	2,009.46	52,245.96
05	0.0000	25.5526	204.4210	2,044.21	53,149.46
06	0.0000	25.9945	207.9560	2,079.56	54,068.56
07	0.0000	26.4441	211.5530	2,115.53	55,003.78
08	0.0000	26.9014	215.2110	2,152.11	55,954.86
09	0.0000	27.3666	218.9330	2,189.33	56,922.58
10	0.0000	27.8399	222.7190	2,227.19	57,906.94

07/01/2016 08 FIRE F1 FY17 FF H HOURLY B BIWEEKLY 02 26.0000 8.40 84.00 10.00 2184.00 260.00 N
Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	22.7227	190.8710	1,908.71	49,626.46
02	0.0000	23.1156	194.1710	1,941.71	50,484.46
03	0.0000	23.5154	197.5290	1,975.29	51,357.54
04	0.0000	23.9221	200.9460	2,009.46	52,245.96
05	0.0000	24.3358	204.4210	2,044.21	53,149.46
06	0.0000	24.7567	207.9560	2,079.56	54,068.56
07	0.0000	25.1849	211.5530	2,115.53	55,003.78
08	0.0000	25.6203	215.2110	2,152.11	55,954.86
09	0.0000	26.0634	218.9330	2,189.33	56,922.58
10	0.0000	26.5142	222.7190	2,227.19	57,906.94

07/01/2016 08 FIRE F2 FY17 LIEUT H HOURLY B BIWEEKLY 02 26.0000 8.40 84.00 10.00 2184.00 260.00 N
Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	27.5748	231.6280	2,316.28	60,223.28
02	0.0000	28.0518	235.6350	2,356.35	61,265.10
03	0.0000	28.5371	239.7120	2,397.12	62,325.12
04	0.0000	29.0309	243.8600	2,438.60	63,403.60
05	0.0000	29.5331	248.0780	2,480.78	64,500.28

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5/11/18
MAY 5/11/18
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TOWN OF ACTON
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USG PCT
07/01/2017 08	FIRE	ALS	FY18 ALS COOR	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	.0000	0.0000	0.00	0.00								
01	0.0000	24.4554	195.6430	1,956.43	50,867.18								
02	0.0000	24.8782	199.0260	1,990.26	51,746.76								
03	0.0000	25.3084	202.4670	2,024.67	52,641.42								
04	0.0000	25.7463	205.9700	2,059.70	53,552.20								
05	0.0000	26.1914	209.5310	2,095.31	54,478.06								
06	0.0000	26.6444	213.1550	2,131.55	55,420.30								
07	0.0000	27.1052	216.8420	2,168.42	56,378.92								
08	0.0000	27.5739	220.5910	2,205.91	57,353.66								
09	0.0000	28.0508	224.4060	2,244.06	58,345.56								
10	0.0000	28.5359	228.2870	2,282.87	59,354.62								

07/01/2017 08

F1

FY18 FF

H HOURLY

B BIWEEKLY

02

26.0000

8.40

84.00

10.00

2184.00

260.00

N

Change was made by 2.5000%

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	.0000	0.0000	0.00	0.00								
01	0.0000	23.2908	195.6430	1,956.43	50,867.18								
02	0.0000	23.6935	199.0250	1,990.25	51,746.50								
03	0.0000	24.1033	202.4680	2,024.68	52,641.68								
04	0.0000	24.5202	205.9700	2,059.70	53,552.20								
05	0.0000	24.9442	209.5310	2,095.31	54,478.06								
06	0.0000	25.3756	213.1550	2,131.55	55,420.30								
07	0.0000	25.8145	216.8420	2,168.42	56,378.92								
08	0.0000	26.2608	220.5910	2,205.91	57,353.66								
09	0.0000	26.7150	224.4060	2,244.06	58,345.56								
10	0.0000	27.1771	228.2880	2,282.88	59,354.88								

07/01/2017 08

F2

FY18 LIRUT

H HOURLY

B BIWEEKLY

02

26.0000

8.40

84.00

10.00

2184.00

260.00

N

Change was made by 2.5000%

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	.0000	0.0000	0.00	0.00								
01	0.0000	28.2642	237.4190	2,374.19	61,728.94								
02	0.0000	28.7531	241.5260	2,415.26	62,796.76								
03	0.0000	29.2505	245.7040	2,457.04	63,883.04								
04	0.0000	29.7567	249.9560	2,499.56	64,988.56								
05	0.0000	30.2714	254.2800	2,542.80	66,112.80								

1/2/17
MAY 2017
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TOWN OF ACTON
SALARY TABLES

P 2
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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	08 FIRE	F3	FY18 CAPTAIN	H HOURLY	B BIWEEKLY	02	26.0000	8.40	84.00	10.00	2184.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	31.4823	264.4510	264.4510	2,644.51	68,757.26							
02	0.0000	32.0269	269.0269	269.0269	2,690.26	69,946.76							
03	0.0000	32.5811	273.6811	273.6811	2,736.81	71,157.06							
04	0.0000	33.1447	278.4150	278.4150	2,784.15	72,387.90							
05	0.0000	33.7181	283.2320	283.2320	2,832.32	73,640.32							

** END OF REPORT - Generated by Joanne Norton **



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TOWN OF ACTON | TRAIN | 09/02
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	08 FIRE	RL	FY18 FF	H HOURLY	B BIWEEKLY	02	26.0000	8.40	10.00	2184.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	23.2908	195.6430	1,956.43	50,867.18
02	0.0000	23.6935	199.0250	1,990.25	51,746.50
03	0.0000	24.1033	202.4680	2,024.68	52,641.68
04	0.0000	24.5202	205.9700	2,059.70	53,552.20
05	0.0000	24.9442	209.5310	2,095.31	54,478.06
06	0.0000	25.3756	213.1550	2,131.55	55,420.30
07	0.0000	25.8145	216.8420	2,168.42	56,378.92
08	0.0000	26.2608	220.5910	2,205.91	57,353.66
09	0.0000	26.7150	224.4060	2,244.06	58,345.56
10	0.0000	27.1771	228.2880	2,282.88	59,354.88

07/01/2017 08 FIRE
Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	28.2642	237.4190	2,374.19	61,728.94
02	0.0000	28.7531	241.5260	2,415.26	62,796.76
03	0.0000	29.2505	245.7040	2,457.04	63,883.04
04	0.0000	29.7567	249.9560	2,499.56	64,988.56
05	0.0000	30.2714	254.2800	2,542.80	66,112.80

07/01/2017 08 FIRE
Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	31.4823	264.4510	2,644.51	68,757.26
02	0.0000	32.0269	269.0260	2,690.26	69,946.76
03	0.0000	32.5811	273.6810	2,736.81	71,157.06
04	0.0000	33.1447	278.4150	2,784.15	72,387.90
05	0.0000	33.7181	283.2320	2,832.32	73,640.32

** END OF REPORT - Generated by Joanne Norton **

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TOWN OF ACTON
SALARY TABLES

P 1
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EFF. DATE GROUP/BU
07/01/2018 08 FIRE
Change was made by 2.5000%
No Dollar amount used.

GRADE/
RANK

DESCRIPTION
FY19 ALS COOR

PAY BASIS
H HOURLY

FREQUENCY
B BIWEEKLY

CALC PERIODS DAY

HRS/ PERIOD

DAYS/ PERIOD

HRS/ YEAR

USE PCT

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	25.0668	200.5340	2,005.34	52,138.84
02	0.0000	25.5002	204.0020	2,040.02	53,040.52
03	0.0000	25.9411	207.5290	2,075.29	53,957.54
04	0.0000	26.3900	211.1200	2,111.20	54,891.20
05	0.0000	26.8462	214.7700	2,147.70	55,840.20
06	0.0000	27.3105	218.4840	2,184.84	56,805.84
07	0.0000	27.7828	222.2620	2,222.62	57,788.12
08	0.0000	28.2632	226.1060	2,261.06	58,787.56
09	0.0000	28.7521	230.0170	2,300.17	59,804.42
10	0.0000	29.2493	233.9940	2,339.94	60,838.44

07/01/2018 08 FIRE
Change was made by 2.5000%
No Dollar amount used.

F1 FY19 FF

H HOURLY

B BIWEEKLY

02

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260.00

N

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.8731	200.5340	2,005.34	52,138.84
02	0.0000	24.2858	204.0010	2,040.01	53,040.26
03	0.0000	24.7059	207.5300	2,075.30	53,957.80
04	0.0000	25.1332	211.1190	2,111.19	54,890.94
05	0.0000	25.5678	214.7700	2,147.70	55,840.20
06	0.0000	26.0100	218.4840	2,184.84	56,805.84
07	0.0000	26.4599	222.2630	2,222.63	57,788.38
08	0.0000	26.9173	226.1050	2,261.05	58,787.30
09	0.0000	27.3829	230.0160	2,300.16	59,804.16
10	0.0000	27.8565	233.9950	2,339.95	60,838.70

07/01/2018 08 FIRE
Change was made by 2.5000% AND CONTRACT LANGUAGE

F2 FY19 LIET

H HOURLY

B BIWEEKLY

02

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N

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	29.2493	245.6940	2,456.94	63,880.44
02	0.0000	29.7553	249.9450	2,499.45	64,985.70
03	0.0000	30.2701	254.2690	2,542.69	66,109.94
04	0.0000	30.7938	258.6680	2,586.68	67,253.68
05	0.0000	31.3265	263.1430	2,631.43	68,417.18

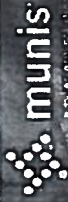
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TOWN OF ACTON
SALARY TABLES

P 2
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2018 08	FIRE	F3	FY19 CAPTAIN	H HOURLY	B BIWEEKLY	02	26.0000	8.40	10.00	2184.00	260.00	N
Change was made by 2.5000% AND CONTRACT LANGUAGE												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00							
01	0.0000	32.8928	276.3000	2,763.00	71,838.00							
02	0.0000	33.4618	281.0790	2,810.79	73,080.54							
03	0.0000	34.0407	285.9420	2,859.42	74,344.92							
04	0.0000	34.6230	290.8330	2,908.33	75,616.58							
05	0.0000	35.2287	295.9210	2,959.21	76,939.46							

** END OF REPORT - Generated by Joanne Norton **



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EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ HRS/ DAYS/ USE
PCT
YEAR YEAR PERIOD PCT
N

07/04/2018 08 FIRE
Change was made by 2.5000\$
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00	0.00
01	0.0000	23.8731	200.5340	2,005.34	52,138.84	52,138.84
02	0.0000	24.2858	204.0010	2,040.01	53,040.26	53,040.26
03	0.0000	24.7059	207.5300	2,075.30	53,957.80	53,957.80
04	0.0000	25.1332	211.1190	2,111.19	54,890.94	54,890.94
05	0.0000	25.5678	214.7700	2,147.70	55,840.20	55,840.20
06	0.0000	26.0100	218.4840	2,184.84	56,805.84	56,805.84
07	0.0000	26.4599	222.2630	2,222.63	57,788.38	57,788.38
08	0.0000	26.9173	226.1050	2,261.05	58,787.30	58,787.30
09	0.0000	27.3829	230.0160	2,300.16	59,804.16	59,804.16
10	0.0000	27.8565	233.9950	2,339.95	60,838.70	60,838.70

07/01/2018 08 FIRE
Change was made by 2.5000\$
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00	0.00
01	0.0000	29.2493	245.6940	2,456.94	63,880.44	63,880.44
02	0.0000	29.7553	249.9450	2,499.45	64,985.70	64,985.70
03	0.0000	30.2701	254.2690	2,542.69	66,109.94	66,109.94
04	0.0000	30.7938	258.6680	2,586.68	67,253.68	67,253.68
05	0.0000	31.3265	263.1430	2,631.43	68,417.18	68,417.18

07/01/2018 08 FIRE
Change was made by 2.5000\$
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00	0.00
01	0.0000	32.8928	276.3000	2,763.00	71,838.00	71,838.00
02	0.0000	33.4618	281.0790	2,810.79	73,080.54	73,080.54
03	0.0000	34.0407	285.9420	2,859.42	74,344.92	74,344.92
04	0.0000	34.6230	290.8330	2,908.33	75,616.58	75,616.58
05	0.0000	35.2287	295.9210	2,959.21	76,939.46	76,939.46

** END OF REPORT - Generated by Joanne Norton **

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Present members of the bargaining unit will sign waivers of their right to participate in Master Health Plus or a PPO. Waivers will be signed by the members and held in escrow by Union counsel pending funding of the Agreement.

Section 2: The Fire Alarm Superintendent shall perform work currently being performed while on duty. Any change will be agreed upon by the Chief and unit member in the position.

Section 3: An employee assigned to work in a position with a higher wage rating will be paid at the higher rate starting on the first full day of said assignment.

Section 4: An employee may progress from one step to another on an annual basis determined by his employment anniversary date. At the discretion of the Fire Chief and Town Manager, a new employee may be hired into Step 2 due to previously obtained experience.

Section 5: At the discretion of the Fire Chief and the Town Manager an employee may be held back a step if in their judgment, the performance of the employee is less than satisfactory.

ARTICLE 21

PERFORMANCE EVALUATIONS

The Fire Chief will cause to be conducted on an annual basis a Performance Evaluation of all unit members as specified below:

1. Procedure, content and required forms are to be as determined and provided by the Fire Chief.
2. Performance evaluations shall be conducted by May 1st of each year and copy of each evaluation supplied to each unit member for his/her signature.
3. Unit members who have received an unsatisfactory rating will have an opportunity of being reevaluated in two months.
4. Performance evaluations shall be completed by the unit member's immediate supervisor or another officer designated by the Chief.
5. In the event of a disputed performance evaluation, the unit member shall have the right to a meeting with his/her immediate supervisor and the Fire Chief to discuss the matter.
6. Nothing in this Article shall diminish the Chief's responsibility to determine employee's rating.

ARTICLE 22

GROUP LIFE INSURANCE

In accordance with Chapter 32B of the General Laws, as amended, and the terms of the insurance contract, all Unit Members shall be provided with group life insurance coverage of \$15,000 of which the Town will pay 50% of the premium and the employee the other 50%.

ARTICLE 23

PHYSICAL EXAMINATION

Section 1: Upon the presentation of a statement for service rendered by a physician for performing a general physical examination upon a member of the bargaining unit, the Town will pay such firefighter the sum of \$80.00 per year or the cost of such physical examination, whichever is lesser. Additionally, each fire fighter is expected to inform the Town of any physical condition which may currently or in the future affect his ability to perform his duties as a fire fighter for the Town of Acton. Upon request, the Chief will be provided with a copy of the physician's report.

Section 2: The Town shall conduct a Basic Blood Profile on each employee in service, and conduct blood profiles for each firefighter involved in an incident which the Fire Chief determines to require such testing.

Section 3: The Town will provide an initial program of Hepatitis B shots.

Section 4: The Town may require a Unit Member to have a physical or medical examination, including psychiatric tests or tests of drug and alcohol use, performed by a physician designated and paid for by the Town, and that the Town will have access to the physician's report. The Town agrees that it will use reasonable cause in exercising its right to require a physical or medical examination. If the physician's report or test is not acceptable to the Unit Member, the Unit Member may have a physical or medical examination by a physician of the employee's choice, paid for by the employee and that report will be considered by the Town.

ARTICLE 24

EMT STIPEND

Each Firefighter who holds a valid EMT certification will receive the following stipends to be issued in separate check. The lump-sum payment shall not be added to an employee's base salary for the purpose of computing contract overtime or other benefits.

EMT B Stipends

Effective July 1, 2017 the EMT-B stipend shall be 4% of the employee's base salary.

Effective July 1, 2018 the EMT-B stipend shall be 6% of the employee's base salary.

EMT P Stipends

Effective July 1, 2017 the EMT-P stipend for a Firefighter shall be 9% of the employee's base salary.

Effective July 1, 2018 the EMT-P stipend a Firefighter shall be 14% of the employee's base salary.

Effective July 1, 2017 the EMT-P stipend for an Officer shall be 7% of the employee's base salary.

Effective July 1, 2018 the EMT- P stipend for an Officer shall be 10% of the employee's base salary.

The EMT-P stipends are inclusive of the EMT-B stipends.

Contingency:

If ALS Ambulance service implementation is delayed from July 1, 2017 to July 1, 2018 the EMT-B 4% stipend will be effective on July 1, 2017. No EMT-P Stipend will be paid on July 1, 2017.

Effective July 1, 2018 with the implementation of ALS Ambulance Service the EMT-P stipend for a Firefighter shall be 9% of the employee's base salary, the EMT-P stipend for an Officer shall be 7% of the employee's base salary and the EMT-B stipend shall be 6% of the employee's base salary.

The EMT-P stipends are inclusive of the EMT-B stipends

If ALS Ambulance service is not implemented during the term of this agreement. Officers who are EMT-B certified will receive the 4% stipend and the Officer differential. No EMT-P Stipend will be paid.

ARTICLE 25
PROMOTION POLICY

Section 1: Scope: This procedure shall apply to members seeking promotion to the positions of Lieutenant and Captain.

Section 2: Purpose: To outline the policy and procedure, along with minimum requirements to be attained, before being considered for promotion. It is the intention of the Fire Chief that this policy will be followed to ultimately select the most qualified and appropriate person to fill a promotional vacancy.

Section 3: Procedure: The promotion to the position of Officer within the Acton Fire Department will be accomplished through a consistent, organized, and fair process. When a vacancy in the Officer's Cadre occurs and a replacement is desired, the position will be posted internally and externally as specified by Town policy. Those members interested shall apply, in writing, to the Fire Chief within the specified time frame. The promotional procedure will be conducted as follows:

Candidates that meet the minimum qualifications for the position as outlined in these procedures will be evaluated based on written, oral and practical examinations, length of service, and a review by the Fire Chief or his designee. A written test will consist of questions developed specifically for the vacated position and will address, but will not be limited to, the following areas: fire suppression knowledge, Department procedures, policies and directives, emergency medical service, hazardous materials, fire prevention practices (i.e., pre-plans) and current supervisory and/or management practices. Test questions will be developed using standard fire service tests such as, but not limited to, National Fire Protection Association texts,

International Society of Fire Service Instructor texts, Commonwealth of Massachusetts General Laws and Fire Prevention regulations, Commonwealth of Massachusetts Building Code Regulations and supervisory/management texts such as those of the International City Managers Association, Fire Engineering publications, etc. For an oral examination a panel will be established consisting of the Chief or his designee, the Human Resources Director or his/her designee and others as deemed appropriate by the Fire Chief (including officers not affiliated with this department if, in the opinion of the Fire Chief, such participation would enhance the selection process) The Town may also choose to use an assessment center for the oral examination process and practical examination process.

All applicants with a passing score of 70% and not to exceed the six (6) highest scoring applicants, on a written examination shall be interviewed or participate in an assessment center as indicated in the paragraph 2 above. Oral interviews or assessment center shall be conducted within 28 calendar days after receipt of the written exam results. The panel conducting the oral interview or assessment center shall select three candidates. The Fire Chief shall select a candidate for promotion from among these three candidates. This recommendation shall be forwarded to the Town Manager. The Town Manager or his designee may accept the recommendation of the Fire Chief or may interview a final candidate and/or candidates to determine the person or persons to be selected for appointment and/or promotion. The Town will have 28 days from the completion of the entire evaluation process to appoint a new officer.

Written test scores will be published as a whole for member review. Codes may be assigned to individuals rather than names being posted. These codes shall be assigned and recorded on the exam at time of examination.

Following a promotional process, those members who have satisfactorily completed the process and have been recommended for promotion shall remain on a promotional list until another exam is administered, not to exceed two years. A promotional exam for the ranks of Lieutenant and Captain shall be offered at least every two (2) years.

Individuals promoted to the rank of Lieutenant or Captain shall serve a six (6) month probationary period from the date of appointment.

Section 4: Prerequisites For Officers Positions: In order to be considered for promotion to the position of Lieutenant or Captain, Department members must meet the following requirements. Equivalency will be evaluated by the Fire Chief or his designee.

I. LIEUTENANT

- A. Three years current experience as a career firefighter or career fire officer.
- B. EMT certified including Defib and Epi-pen.
- C. Satisfactory performance evaluations and service record (to include attendance).

- D. Satisfactory submission of letter of interest, resume, or any other application materials as may be specified.
- E. Satisfactory completion of an Associate Degree Program in Fire Science or certification by the Massachusetts Fire Training Council or the National Board on Fire Science Professional Qualifications to the levels of Fire Officer I and Fire Instructor I.

II. CAPTAIN

- A. Satisfactory completion of items A-E for Lieutenant as noted in item 1 above.
- B. Three years experience as a career Lieutenant or in a position with similar responsibilities.
- C. Satisfactory completion of a Bachelor's Degree Program in Fire Science or certification by the Massachusetts Fire Training Council or the National Board on Fire Service Professional Qualifications to the levels of Fire Officer II and Fire Instructor II.

Section 5: Additional Considerations: It should be noted that the prerequisites for officers positions above, are minimum qualifications for promotional positions. In addition to these prerequisites, the following factors will be considered by the Fire Chief in order to select a candidate for his recommendation to the Town Manager for promotion.

A. Desirable Knowledge and Skills

- 1. Knowledge of the fire service in general
- 2. Leadership skills
- 3. Supervisory skills
- 4. Communication skills
- 5. Organizational skills
- 6. Fire service certification

B. Desirable Educational Background

- 1. Massachusetts Fire Academy courses
- 2. National Fire Academy courses
- 3. Specialized knowledge and/or training in such areas as fire prevention, training, hazardous materials, specialized rescue, etc.
- 4. Advanced course work in fire science college programs

C. Personal Qualities and Attributes

- 1. Dedication
- 2. Commitment to excellence
- 3. High degree of professionalism
- 4. Integrity

5. Positive attitude
6. Innovation
7. Enthusiasm
8. Motivation
9. Cooperative nature/team player
10. Initiative
11. Demonstrated purpose
12. Courage
13. Productivity
14. Continuing quest for knowledge

ARTICLE 26

ADVANCED LIFE SUPPORT AMBULANCE SERVICE

1. Effective July 1, 2017 it is the intention of the Town of Acton to provide ALS using the Firefighters of the Acton Fire Department. To accomplish that end the parties shall make a good faith effort to identify and adjust all the sections of the current collective bargaining agreement that maybe affected by the initial ALS program, training or by providing ALS services. The parties agree that any related language will not inadvertently increase, expand or decrease the benefits to either the Town or the Union that were not specifically bargained for during the negotiation.

2. If the parties mutually agree that any section of the language of the collective bargaining agreement conflicts with the language contained in the memorandum of agreement or was inadvertently overlooked, the parties will meet within thirty (30) days to negotiate a solution that is mutually agreeable.

3. Paramedic Selection.

The Town at its discretion may fill its needs for Paramedics by use of existing firefighters who are certified Paramedics; train existing members of the bargaining unit to deliver Paramedic services; hire additional Paramedics or a combination of all the options.

The Town, consistent with any requirement of the Office of Emergency Medical Services (OEMS), shall retain the right to determine how many Paramedics will be scheduled on the ambulance and how many Paramedics shall be employed by the Town.

All members of the bargaining unit shall be eligible to apply for Paramedic training offered by the Town. The Fire Chief or his designee shall select the firefighters who shall receive the Paramedic training. The selection of the firefighters who shall receive the training shall be final and not subject to the Grievance and Arbitration Procedure. The selection by the Fire Chief may be subject to the approval of the Medical Control Director.

The Fire Chief shall select the Paramedic training program and the location of the program that firefighters will attend. He may approve any accredited paramedic program.

4. Paramedic Certification Incentive.

- a. The number of bargaining unit members who may attend Town sponsored training shall be determined by the Fire Chief and may not exceed the available funding.
- b. The Town shall pay for all required (as determined by the Fire Chief and Medical Control Director) costs, fees, and training materials including, but not limited to: tuition, books, uniforms, lab materials and clinical internship costs. This is based upon attendance at a Massachusetts accredited program.
- c. Firefighters selected and sponsored for training by the Town who are attending Paramedic Certification School shall receive an incentive in the amount of \$6000.00. This incentive is to be paid in lieu of weekly overtime, mileage and travel expenses. The incentive shall be dispersed as follows. Upon completion of the classroom training the candidate will be paid \$2000.00 of the incentive provided the candidate met all the attendance requirements of the program; \$2000.00 shall be paid upon completion of the clinical program provided the candidate met all the attendance requirements of the program and \$2000.00 shall be paid upon completion of the Paramedic candidate's achievement of OEMS Paramedic Certification (passing the Commonwealth's certification test) and passing a Paramedic simulation lab functional skills exam with the approval of the Medical Control Director.
- d. A firefighter who fails the Commonwealth's certification test may retake the certification test twice (2) by sitting for the next available test but within one year.

Town sponsored firefighters will be released from duty with appropriate time to travel to and from class, without loss of pay. The Town will assume responsibility for scheduling coverage. Off duty employees attending classes shall not be eligible for compensation for time spent in training or traveling to and from class.

Upon successful completion of the Town sponsored training an employee who receives payments under this section shall be required to maintain the EMT- Paramedic certificate for ten (10) consecutive years. If the employee does not maintain the EMT-Paramedic certificate the firefighter shall reimburse the Town of all costs set out in section 4 (b) above and the Incentive set out in section 4(c).

Firefighters who are sponsored by the Town agree that upon successful completion of the program that maintenance of the EMT-Paramedic certification is a condition of employment for a ten (10) year period beginning July 1, 2016. Firefighters who are hired after July 1, 2013 with an EMT-Paramedic certificate agree that maintenance of the certificate is a condition of employment for ten (10) years. The Town may waive this condition of employment. Firefighter-Paramedics after the ten (10) year period may apply to the Fire Chief or his designee for approval to surrender the EMT-Paramedic certificate. The request shall be granted provided

it does not impact on the ability of the Department to meet the OEMS minimum staffing requirement of Paramedics. If more than one Paramedic requests to surrender their EMT-Paramedic certificate and only one may be granted the seniority of the employee shall be the determining factor. A firefighter who is unable to perform the essential functions of the position due to health related reasons will not be required to reimburse the Town.

A firefighter who is selected for the Town sponsored training shall be required to execute a statement of commitment setting out the above requirements.

5. Paramedic Certificate Condition of Employment.

The Town, under the guidelines of OEMS, and the Medical Director, shall determine the number of EMT- Paramedics necessary to operate an ALS ambulance service, plus one additional Paramedic. The Town and the Union agree that all new hires that have been hired with an EMT- Paramedic certificate since July 1, 2013 shall be required to maintain that certificate as a condition of employment.

6. New Classification:

Effective July 1, 2017 the Town shall create new classifications: Firefighter- Paramedic, Lieutenant- Paramedic and Captain-Paramedic. The positions shall be compensated according to the Wage schedule agreed to by the parties.

ALS Medical Coordinator:

An ALS Medical Coordinator position shall be created. The Coordinator shall be selected by the Chief. The position must be filled by a Paramedic with at least three (3) years of Paramedic experience and two (2) years employment with the Town. The ALS medical coordinator position shall be an administrative position with a Monday- Friday work schedule of forty (40) hours. There is no additional wage for the ALS Medical Coordinator position other than being placed on the appropriate Paramedic wage scale.

The ALS Medical Coordinator will be put into place and begin January 1, 2017 in order to prepare for the implementation of the ALS program. The ALS Medical Coordinator will be compensated with a one-time payment January 1, 2017 at a rate of \$4500.

The ALS Medical Coordinator will form and chair a Paramedic Oversight Committee which will consist of three (3) other Paramedics. The ALS Medical Coordinator shall consult with the Fire Chief before scheduling a Paramedic Oversight Committee Meeting.

Firefighter-Paramedics shall be ranked according to seniority as a Firefighter-Paramedic. Seniority within this classification shall be controlling for overtime shifts that require a Firefighter Paramedic. There will be one integrated seniority list in the department for layoffs.

(i) Per Diem Paramedics.

The Town reserves the right to provide ALS services by utilizing non bargaining unit personnel or by participating in a non- fire department based regional collaborative and to enter into such ALS backup agreements as may be required by OEMS. The Town will not hire individual per diem paramedics to work on the Acton Fire Department ambulance. The commitment not to hire per diem paramedics to work on the Acton Fire Department ambulance does not impede or prohibit the Town from maintaining its past practice of hiring temporary employees.

(ii) Discontinuance of ALS Program.

If the Town decides to discontinue the ALS program, all affected employees will revert back to the prior conditions of employment as an EMT-B and be subject to the current contract language and compensation schedules.

ARTICLE 27

DRUG AND ALCOHOL POLICY

To ensure a safe, healthful and productive environment and to protect the general public and comply with the Federal Drug Free Workplace Act the Town of Acton adopts this policy. The use of alcohol while on duty shall be prohibited. The use, possession, solicitation for or sale of narcotics or other illegal drugs or prescription medication without a prescription on Town property is prohibited.

The Town has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any possible substance issues. The EAP program is confidential and the providers who work under that program are prepared to assist employees and will not provide confidential treatment/ medical information to the Town.

Prohibited Conduct:

The following conduct by members of the bargaining unit is prohibited:

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia or alcohol on Town property on Department business or Department vehicles or during working hours.
2. Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol on Department property, Department business on Department vehicles during working hours.
3. An employee shall not report for duty or remain on duty within four (4) hours of having consumed alcohol. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater.

4. Possession, use, manufacture, distribution, dispensation or sale of illegally used drugs or controlled substances while off duty.
5. Refusing consent to testing or refusing to submit a breath or urine sample for testing.
6. Failure to notify the Department of any arrest or conviction under any drug or alcohol statute.

Testing:

The Chief or his designee shall require an employee to submit to an alcohol or controlled substances test when he has reasonable suspicion to believe that the employee has violated the Town's prohibitions concerning the use of alcohol or controlled substances.

Reasonable suspicion of Drug and/or Alcohol use will be based on specific objective fact(s) and inferences drawn from the observation that the employee may be involved in the use of any illegally-used drug, controlled substance, or alcohol in violation of this policy. Examples include but are not limited to:

Specific observations concerning the appearance, behavior, speech or body odors of the employee;

Observable phenomena such as direct observation of on duty alcohol use or possession; and/or direct observation of on duty or off duty use or possession of illicit drugs;

A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to frequent absenteeism, excessive tardiness or frequent accidents, not attributable to other factors and which appear to be related to drug and or alcohol abuse;

Arrest, indictment or conviction for drug related offenses;

Alcohol testing is authorized under reasonable suspicion testing only when the observations required to make the determination of reasonable suspicion are made during, just preceding or in connection with a work day that the employee is required to be in compliance with the alcohol prohibitions.

The Chief or his designee making the observations shall document in writing the specific facts, symptoms or observations which form the basis of his/her reasonable suspicion. Documentation shall be forwarded to the employee and the Union. This requirement will not delay the administering of any test.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or

greater shall not be permitted to return to work without a return to duty test with a negative controlled substance test or an alcohol test with an alcohol concentration of less than 0.02., whichever is applicable.

An employee who tests positive for a controlled substance and/ or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall be subject to follow up testing upon return to work.

Refusal to Submit to a Test:

An employee shall be considered to have refused to submit to a test under this policy when he or she;

- Fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement to submit to a breath test;
- Fails to provide an adequate urine sample for a controlled substance test without a valid medical explanation after receiving notice of the requirement to submit to a substance test;
- Fails to proceed to the testing/ collection site immediately after being informed of the requirement to be tested or leaves the site before the test is complete; or

Fails to follow the instructions of the collector/tester or complete the documents necessary to complete the test.

Confirmatory Tests:

Controlled Substance Tests

Controlled substance testing shall be limited to those drugs made illegal by GL. c. 94C and will determine the presence of these five drugs or classes of drugs or their metabolites: Marijuana metabolites, cocaine, opiate metabolites, phencyclidine (PCP) and amphetamines.

At the time of the drug test, the testing facility shall split the employee's urine sample into two collection bottles for "split testing". In the event the initial urinalysis test is positive, a second confirmatory test shall be performed on the split sample.

The parties adopt the cutoff concentration guidelines used by the Department of Transportation as posted on February 2005, or subsequently amended, to detect the presence of controlled substances in urine specimens.

Alcohol Tests

When alcohol testing is required, a trained breath alcohol technician shall administer a breath test to determine whether there is an alcohol concentration of 0.02 or greater. Any breath test with a result of 0.02 or greater shall be followed with a confirmatory test within fifteen minutes.

The costs of the reasonable suspicion tests (initial and confirmatory tests) shall be paid by the Town. Any return to duty tests shall be paid for by the employee.

Violations of the Policy

An employee who refuses to submit to test, tests positive for a controlled substance which is confirmed or has a breath test authorized under this policy and has an alcohol concentration of 0.02 or greater which is confirmed has violated this policy and shall be subject to the following discipline:

For a first offense, the employee will be relieved from duty and required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, counseling). The employee must provide documentation of satisfactory completion of the program to the Town.

During any inpatient rehabilitation, the employee may be on unpaid leave except that he or she may elect to take any sick leave or accrued vacation that the employee is entitled too.

Before an employee may return to duty the employee must undergo a return to duty test as referenced above.

An employee with a first offense violation shall receive a three-day suspension and shall be subject to unannounced follow up testing for three (3) years.

In the event of any subsequent violation of this policy within a five-year period of a first offense the employee shall be terminated. For a third offense, occurring at any time the employee shall be terminated.

ARTICLE 28

DURATION OF AGREEMENT

Except as otherwise indicated, this Agreement shall become effective as of July 1, 2016, and shall continue in effect through June 30, 2019 and from year to year thereafter, unless either party notifies the other party in writing prior to January 1, 2019 (or any subsequent January 1 thereafter), of its intention to terminate, amend, or modify this agreement. Within five (5) working days of receipt of either of the above notification, a conference shall be held between the Union and the Town for the purpose of considering such amendments, modifications or termination.

SIGNED THIS _____ DAY OF _____, 2018.

TOWN OF ACTON PERMANENT FIREFIGHTERS
LOCAL NO. 1904, I.A.F.F. AFL-CIO

BY: _____

BY: _____

BY: _____

BY: _____

TOWN OF ACTON

BY: _____
Steven L. Ledoux, Town Manager

DATE: _____

Drug Cutoff Concentrations*

Prepared by: Division of Workplace programs

Posted: February 2005

The following cutoff concentrations are used by certified laboratories to test urine specimens collected by Federal agencies and by employers regulated by the Department of Transportation:

Initial Test Cutoff Concentration (nanograms/milliliter)

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

Confirmatory Test Cutoff Concentration (nanograms/milliliter)

Marijuana metabolite(1)	15
Cocaine Metabolite (2)	150
Opiates:	
Morphine	2000
Codeine	2000
6-Acetylmorphine (4)	10
Phencyclidine	25
Amphetamines:	
Amphetamines:	500
Methamphetamine (3)	500

Footnotes:

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylecgonine
- (3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 nanograms/milliliter
- (4) Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

* From the Mandatory Guidelines for Federal Workplace Drug Testing Programs, Federal Register notice published April 13, 2004 (69 FR 19644) effective November 1, 2004

May 13, 1988

Lt. George B. Williams
Local #1904, I.A.F.F.
Box 727
Acton, MA 01720

Dear Lt. Williams:

This side letter is intended to supplement the collective bargaining agreement that will be effective from July 1, 1988 until June 30, 1991. It is agreed that the following understandings shall be incorporated into and form part of the aforesaid agreements:

1. The Union has withdrawn its proposal to include the Fire Prevention Officer in the unit on the understanding that should the Town re-establish a position with job duties similar to those previously performed by the Fire Prevention Officer the position will be included as part of the collective bargaining agreement.
2. The Town has withdrawn its Article 23 proposal concerning medical examinations on the statements by Local # 1904 representatives during bargaining that the Union recognizes that the Town has the authority under Article 3 to require a Unit Member to have a physical or medical examination performed by a physician designated and paid for by the Town, and that the Town will have access to the physician's report. The Town agrees that it will use probable cause in exercising its right to require a physical or medical examination. If the physician's report is not acceptable to the Unit Member, the Unit Member may have a physical or medical examination by a physician of the employee's choice, paid for by the employee and that report will be considered by the Town.
3. The Town intends to meet its training obligations under Article 2, Section 6, by sending new permanent employees to a program conducted by District 14. The Town will endeavor to have this training completed by September.

Will you and your bargaining team please sign this letter in the place indicated below to reflect your agreement with the terms of this side letter.

Sincerely,

(Signature on File)

Don P. Johnson Town Manager

Agreed to:

Local #1904, I.A.F.F.

BY (Signature on File)

Side Letter on Residency Requirement

All members of the bargaining unit shall reside within fifteen miles of the limits of the Town of Acton pursuant to G. L. c. 41, section 99A. Failure to meet the requirement shall subject the employee to discipline up to and including termination. Said distance shall be measured from the closest border limits of the Town in which said member lives and the Town of Acton. Implementation and enforcement of this requirement is as follows:

- a) Should a current employee who lives outside the radius and is not in compliance with the statute move his/her residence, the employee must move to a location that is in compliance with the statute;
- b) For any current employee who lives within the required radius and is in compliance with the statute, if the employee moves his/her residence, it must be to a location that is in compliance with the statute;
- c) All new hires, after January 1, 2013, into the bargaining unit must meet the requirements of the above statute at the time of hire and during all periods of their employment with the Acton Fire Department; Firefighter Zbikowski will be granted two months after end of his probationary period to move within the required radius.
- d) All employees in the bargaining unit must submit annually a notice of residence under the pain and penalties of perjury.

If the Commonwealth of Massachusetts amends G. L. c. 41, section 99A the parties agree to meet and bargain within thirty (30) days of the effective date of the amendment.

TOWN OF ACTON

**TOWN OF ACTON PERMANENT
FIREFIGHTERS, LOCAL NO. 1904,
I.A.F.F. AFL-CIO**

Steve Ledoux, Town Manager

Jim Kissane, President